

**Exhibit B**

**Ad Hoc Group Fee Reimbursement Letter**



January 3, 2023

Genesis Global Capital, LLC  
c/o Sean A. O'Neal ([soneal@cgsh.com](mailto:soneal@cgsh.com))  
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**Re: Genesis Global Capital, LLC - Fee Letter**

Dear Sean,

As you know, commencing as of November 22, 2022 (the Engagement Date), Proskauer Rose LLP ("Proskauer") represents a group of individual and institutional lenders (collectively, the "Lender Group") who hold, manage, or represent holders of fiat and digital asset loans (collectively, the "Loans") pursuant to certain Master Loan Agreements and Loan Term Sheets executed pursuant thereto, in the aggregate approximate principal amount of \$1.2 billion<sup>1</sup> to Genesis Global Capital, LLC (the "Company"). The Company and the Lender Group are engaged in discussions about a potential restructuring of the Company (the "Restructuring") and the Lender Group requests that the Company execute this Agreement.

To facilitate discussions regarding the Restructuring, and for other good and sufficient consideration which the Company acknowledges, the Company has agreed to satisfy the Lender Group's reasonable fees and expenses incurred by Proskauer commencing as of the Engagement Date, to provide Proskauer with an initial retainer of \$200,000 (the "Retainer") and to replenish the Retainer within three (3) business days of the Company's receipt of Proskauer's Summary Statement, as defined below, to the extent necessary to ensure that the Retainer will at all times be not less than \$200,000. The Retainer was earned by Proskauer upon receipt, may be held in Proskauer's general cash account, will not be held in a separate account on the Company's behalf, and the Company will not have any interest in the Retainer (except for the return of the unused portion of the Retainer as set forth below in this letter). For the avoidance of doubt, the Retainer is not a cap on Proskauer's fees, and nothing in this letter is a limitation on, or otherwise relieves the Company of, its obligation to pay reasonable and documented fees and expenses of the Lender Group.

Notwithstanding anything to the contrary herein, the Company shall be responsible only for the reasonable fees and expenses relating to a Restructuring, which may include a holistic approach inclusive of obligations of Digital Currency Group to the Company, and Proskauer shall not charge, and the Company shall not have any obligation to pay, (a) any fees or expenses

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<sup>1</sup> This balance includes Loans denominated in both U.S. Dollars and Bitcoin, Ethereum, and various other digital currencies, and accordingly this estimate is subject to increase or decrease depending on the trading value of various digital currencies at any given moment. This estimate is based on the November 22 trading values of each digital currency. Additionally, this amount is subject to increase as the Lender Group continues to grow.



Genesis Global Capital, LLC  
January 3, 2023  
Page 2

relating to any litigation against the Company or any of its subsidiaries, affiliates or any of their respective officers, directors or employees, or (b) any rates, whether premium or otherwise, exceeding the standard rates that Proskauer would charge the members of the Lender Group if they were paying Proskauer directly.

On a periodic basis, Proskauer will submit a statement to our clients for legal services that will include a description of the work performed and expenses incurred. In order for Proskauer to preserve the attorney-client privilege with our clients, Proskauer will provide your counsel only with a summary statement (a "Summary Statement"). It is agreed that reasonable and documented fees and expenses incurred in connection with the Restructuring set forth in Proskauer's statements shall be paid from the Retainer within five (5) business days of receipt of the applicable statement. The Company reserves the right to dispute the amounts set forth in any such statement and withhold any disputed amounts from any subsequent Retainer replenishment request. Any unused portion of the Retainer will be returned to the Company upon completion of the Restructuring. Notwithstanding the immediately preceding sentence, the Company's obligations under this Agreement to provide and replenish the Retainer will automatically terminate upon the one year anniversary of the execution of this Agreement (the "Termination Date"), and Proskauer will return to the Company any unapplied portion of the Retainer at such time; *provided that*, in the event that work related to the Restructuring continues, or is expected to continue, after the Termination Date, including work performed in connection with defending challenges to the Restructuring, Proskauer and the Company will mutually agree in good faith to extend this Agreement.

The Company may terminate this Agreement at any time immediately upon written notice, and Proskauer will return to the Company any unapplied portion of the Retainer at such time less Proskauer's accrued and unpaid reasonable and documented fees and expenses at the time of such termination.

Beginning on the first Friday after the execution of this letter agreement, Proskauer shall disclose, in writing, and every two weeks thereafter, to the Company counsel, Cleary Gottlieb Steen & Hamilton LLP (the "Company Counsel"), the aggregate principal amount of loans made to the Company by Proskauer's clients. In the event that the aggregate principal loan amount held by Proskauer's clients becomes less than \$1,000,000.00, Proskauer shall provide written notice thereof to Company Counsel within three (3) business days of Proskauer having knowledge of such reduction.

This Agreement may be executed on facsimile copies and in counterparts, and such counterparts and this letter shall constitute one agreement upon delivery of the executed signature pages to the parties hereto.



Genesis Global Capital, LLC  
January 3, 2023  
Page 3

Please countersign this letter to acknowledge your agreement to the terms hereof. We look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Brian S. Rosen".

Brian S. Rosen

Genesis Global Capital, LLC

By: DocuSigned by:

A handwritten signature in black ink that reads "Derar Islim".

112CB3D00F63428...

Name: Derar Islim

Title: Interim CEO